

February 4, 2021

Professional Data Analysts, GBC
Harlan Luxenberg
655 19th Avenue NE, Suite 100
Minneapolis, MN 55418
(612) 623-9110

Ann St. Claire
1434 Malcom Drive
Dresher, PA 19025
(202) 425-4489
awstclaire@gmail.com

Dear Ms. St. Claire,

This letter (the "Agreement") summarizes my understanding of the basic terms agreed upon by Ann St. Claire ("Subcontractor") and Professional Data Analysts ("Prime Contractor", "PDA"). If PDA is awarded the contract (RFP 21-3605) from the Indiana Department of Health for External Evaluation Services for the Tobacco Prevention and Cessation program ("the Contract"), a formal agreement will follow.

1. Agreement. As I understand it, we have agreed as follows:

Subcontractor agrees to provide the following services to Prime Contractor, contingent upon award, budget, and terms of the Contract:

Oversee the implementation of the Indiana ATS and consult on survey instrument design, data collection, analysis, and reporting.

Consult on the development of the 5-year strategic plan evaluation plan design

The anticipated maximum amount for this subcontract is \$36,400 for satisfactorily completed services. The subcontracted amount is contingent on the award of the Contract to PDA and may change based on the amount of the Contract. Subcontractor shall submit invoices to Prime Contractor for payment on a monthly or quarterly basis.

2. Term. The term of this Agreement ("Term") will commence as of July 1, 2021, and will continue in effect until June 31, 2023, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.
4. Notice. Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party set forth in this Agreement
5. No Other Agreement. This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.
6. Governing Law. This Agreement shall be interpreted in accordance with the laws of Minnesota. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
7. Attorney's Fees. We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.
8. Remedy of the Parties. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this

Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

9. Assignment. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.
10. Relationship of the Parties. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.
11. Termination. Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.
12. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
13. Obligations. Subcontractor agrees to meet all obligations outlined for subcontractors in the Request for Proposal 21-3605 by the INDIANA DEPARTMENT OF ADMINISTRATION.



Subcontractor

I intend to provide the work outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Ann W. St. Claire

Signature of Subcontractor

Ann St. Claire

Print Name

Consultant

Title

02/04/2021

Date

Prime Contractor

I intend to utilize the Subcontractor for the services outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Harlan Luxenberg

Harlan Luxenberg
Professional Data Analysts
President & CEO

02.04.2021

Date

February 4, 2021

Professional Data Analysts, GBC
Harlan Luxenberg
655 19th Avenue NE, Suite 100
Minneapolis, MN 55418
612-623-9110

Bingle Research Group, Inc.
Frederick Bingle
4721 N. Pennsylvania Street
Indianapolis, IN 46205
317.927.7004
fbingle@binglerg.com

Dear Mr. Bingle,

This letter (the "Agreement") summarizes my understanding of the basic terms agreed upon by Bingle Research Group, Inc. ("Subcontractor") and Professional Data Analysts ("Prime Contractor", "PDA"). If PDA is awarded the contract (RFP 21-3605) from the Indiana Department of Health for External Evaluation Services for the Tobacco Prevention and Cessation (TPC) program ("the Contract"), a formal agreement will follow.

1. Agreement. As I understand it, we have agreed as follows:

Subcontractor agrees to provide the following services to Prime Contractor, contingent upon award, budget, and terms of the Contract:

Evaluation support primarily in the Emerging Areas of Evaluation with ad hoc research studies on areas defined by TPC, such as:

- Cessation systems change
- Smoke free air evaluations
- Emerging tobacco products and marijuana
- Utilizing electronic surveys, especially among youth

Additional support through consultation on the evaluation of TPC media campaigns and Quitline as needed.

The anticipated total amount for this subcontract is \$25,200 for satisfactorily completed services. The subcontracted amount is contingent on the award of the Contract to PDA and may change based on the amount of the Contract. Subcontractor shall submit invoices to Prime Contractor for payment on a monthly or quarterly basis.

2. **Term.** The term of this Agreement ("Term") will commence as of July 1, 2021, and will continue in effect until June 31, 2023, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.
3. **Force Majeure.** Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.
4. **Notice.** Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party set forth in this Agreement
5. **No Other Agreement.** This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.
6. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of Minnesota. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
7. **Attorney's Fees.** We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement,

the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

8. **Remedy of the Parties.** Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.
9. **Assignment.** This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.
10. **Relationship of the Parties.** It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.
11. **Termination.** Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.
12. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
13. **Obligations.** Subcontractor agrees to meet all obligations outlined for subcontractors in the Request for Proposal 21-3605 by the INDIANA DEPARTMENT OF ADMINISTRATION.



Subcontractor

I intend to provide the work outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Fred Bingle

Signature of Subcontractor

FRED BINGLE

Print Name

PRESIDENT

Title BINGLE RESEARCH GROUP, INC.

2/4/21

Date

Prime Contractor

I intend to utilize the Subcontractor for the services outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Harlan Luxenberg

Harlan Luxenberg
Professional Data Analysts
President & CEO

02.04.2021

Date

February 4, 2021

Professional Data Analysts, GBC
Harlan Luxenberg
655 19th Avenue NE, Suite 100
Minneapolis, MN 55418
612-623-9110

InAct, LLC
Valory Myers
8251 Cloverdale Way
Indianapolis, IN 46256
(317) 507-9816
valory.myers@inactllc.com

Dear Ms. Myers,

This letter (the "Agreement") summarizes my understanding of the basic terms agreed upon by InAct, LLC ("Subcontractor") and Professional Data Analysts ("Prime Contractor", "PDA"). If PDA is awarded the contract (RFP 21-3605) from the Indiana Department of Health for External Evaluation Services for the Tobacco Prevention and Cessation (TPC) program ("the Contract"), a formal agreement will follow.

1. Agreement. As I understand it, we have agreed as follows:

Subcontractor agrees to provide the following services to Prime Contractor, contingent upon award, budget, and terms of the Contract:

Develop survey instrument with input from PDA and TPC staff. Select and implement a recruitment strategy which may include panel, social media, or other recruitment approach for youth participants and target a sample size of 850 youth in Indiana.

The anticipated total amount for this subcontract is \$29,500 for satisfactorily completed services. The subcontracted amount is contingent on the award of the Contract to PDA and may change based on the amount of the Contract. Subcontractor shall submit invoices to Prime Contractor for payment on a monthly or quarterly basis.

2. Term. The term of this Agreement ("Term") will commence as of July 1, 2021, and will continue in effect until June 31, 2023, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner

described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.
4. Notice. Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party set forth in this Agreement
5. No Other Agreement. This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.
6. Governing Law. This Agreement shall be interpreted in accordance with the laws of Minnesota. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
7. Attorney's Fees. We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

8. Remedy of the Parties. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.
9. Assignment. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.
10. Relationship of the Parties. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.
11. Termination. Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.
12. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
13. Obligations. Subcontractor agrees to meet all obligations outlined for subcontractors in the Request for Proposal 21-3605 by the INDIANA DEPARTMENT OF ADMINISTRATION.



Subcontractor

I intend to provide the work outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Signature of Subcontractor

Valory Myers

Print Name

Principal

Title

02 / 04 / 2021

Date

Prime Contractor

I intend to utilize the Subcontractor for the services outlined above contingent upon award of the Contract to PDA and I agree to the terms above.

Harlan Luxenberg
Professional Data Analysts
President & CEO

02.04.2021

Date

February 8, 2021

Professional Data Analysts, GBC
Harlan Luxenberg
655 19th Avenue NE, Suite 100
Minneapolis, MN 55418
612-623-9110

Ashley Koning, Ph.D.
Assistant Research Professor
Director, Eagleton Center for Public Interest Polling Eagleton Institute of Politics
Rutgers, The State University of New Jersey
Wood Lawn, 191 Ryders Lane
New Brunswick, NJ 08901
Office: 848.932.8940
akoning@rutgers.edu

Dear Dr. Koning,

This letter (the "Agreement") summarizes my understanding of the basic terms agreed upon by Eagleton Center for Public Interest Polling Eagleton Institute of Politics ("Subcontractor") and Professional Data Analysts ("Prime Contractor", "PDA"). If PDA is awarded the contract (RFP 21-3605) from the Indiana Department of Health for External Evaluation Services for the Tobacco Prevention and Cessation program ("the Contract"), a formal agreement will follow.

1. Agreement. As I understand it, we have agreed as follows:

Subcontractor agrees to provide the following services to Prime Contractor, contingent upon award, budget, and terms of the Contract:

Conduct the Indiana ATS in 2021. This task includes developing the instrument; assessing previous questions; administering the survey calls; data analysis and final reports for various audiences.

- Data analysis will include regional and county level data as available, and includes populations disparately affected by tobacco use.

The anticipated total amount for this subcontract is \$139,288 for satisfactorily completed services. The subcontracted amount is contingent on the award of the Contract to PDA and may change based on the amount of the Contract. Subcontractor shall submit invoices to Prime Contractor for payment on a monthly or quarterly basis.


2. Term. The anticipated term for this work ("Term") will commence as of July 1, 2021, and will continue until June 31, 2023, at which point it may be extended.



3. Obligations. Subcontractor agrees to meet all obligations outlined for subcontractors in the Request for Proposal 21-3605 by the INDIANA DEPARTMENT OF ADMINISTRATION.

Subcontractor

I intend to provide the work outlined above contingent upon award of the Contract to PDA. Performance is not committed until there is a fully executed agreement.



Signature of Subcontractor

Ashley Koning

Print Name

Director, Eagleton Center for Public Interest Polling


Title

2/8/21

Date

Prime Contractor

I intend to utilize the Subcontractor for the services outlined above contingent upon award of the Contract to PDA and I agree to the terms above.



Harlan Luxenberg
Professional Data Analysts
President & CEO

02.08.2021

Date

February 4, 2021

Professional Data Analysts, GBC
Harlan Luxenberg
655 19th Avenue NE, Suite 100
Minneapolis, MN 55418
612-623-9110

Transform Consulting Group
Amanda Lopez
144 South Wabash Street
Wabash, IN 46992
317-324-4070
a.lopez@transformconsultinggroup.com

Dear Ms. Lopez,

This letter (the "Agreement") summarizes my understanding of the basic terms agreed upon by Transform Consulting Group ("Subcontractor") and Professional Data Analysts ("Prime Contractor", "PDA"). If PDA is awarded the contract (RFP 21-3605) from the Indiana Department of Health for External Evaluation Services for the Tobacco Prevention and Cessation (TPC) program ("the Contract"), a formal agreement will follow.

1. Agreement. As I understand it, we have agreed as follows:

Subcontractor agrees to provide the following services to Prime Contractor, contingent upon award, budget, and terms of the Contract:

Provide training and technical assistance, as needed, through conferences and other training methods for TPC grantees and consulting on community level program evaluation as needed

The anticipated total amount for this subcontract is \$30,870 for satisfactorily completed services. The subcontracted amount is contingent on the award of the Contract to PDA and may change based on the amount of the Contract. Subcontractor shall submit invoices to Prime Contractor for payment on a monthly or quarterly basis.

2. Term. The term of this Agreement ("Term") will commence as of July 1, 2021, and will continue in effect until June 31, 2023, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.
4. Notice. Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party set forth in this Agreement
5. No Other Agreement. This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.
6. Governing Law. This Agreement shall be interpreted in accordance with the laws of Minnesota. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
7. Attorney's Fees. We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.
8. Remedy of the Parties. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this

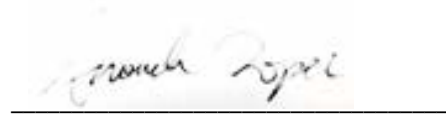
Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

9. Assignment. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.
10. Relationship of the Parties. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.
11. Termination. Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.
12. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
13. Obligations. Subcontractor agrees to meet all obligations outlined for subcontractors in the Request for Proposal 21-3605 by the INDIANA DEPARTMENT OF ADMINISTRATION.



Subcontractor

I intend to provide the work outlined above contingent upon award of the Contract to PDA and I agree to the terms above.



Signature of Subcontractor

Amanda Lopez

Print Name

President


Title

2/5/2021

Date

Prime Contractor

I intend to utilize the Subcontractor for the services outlined above contingent upon award of the Contract to PDA and I agree to the terms above.



Harlan Luxenberg
Professional Data Analysts
President & CEO

02.04.2021

Date